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Minn. R. Civ. App. P. 136.01, subd. 1(c).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A22-1014**

Community Action Partnership of Scott, Carver & Dakota Counties,
Respondent,

vs.

Arlen Britton,
Appellant.

**Filed January 17, 2023
Affirmed
Bjorkman, Judge**

Scott County District Court
File No. 70-CV-22-6236

Robert A. Alsop, Kennedy & Graven, Chartered, Minneapolis, Minnesota (for respondent)

Arlen Britton, Northfield, Minnesota (pro se appellant)

Considered and decided by Cochran, Presiding Judge; Bjorkman, Judge; and Reilly,
Judge.

NONPRECEDENTIAL OPINION

BJORKMAN, Judge

Appellant challenges an eviction judgment, arguing that (1) the evidence does not support the district court's findings of fact, (2) respondent's decision not to renew the lease was retaliatory, and (3) his due-process rights were violated. We affirm.

FACTS

Appellant Arlen Britton rented a residential unit from respondent Community Action Partnership of Scott, Carver & Dakota Counties (CAP) for approximately seven years. The most recent lease was for a one-year term, beginning on May 1, 2021, and ending on April 30, 2022.

In a letter dated February 25, 2022, CAP informed Britton that it was not renewing his lease, and that he needed to vacate the unit by April 30. Britton did not pay rent for the months of March or April, and he did not vacate the premises when the lease expired on April 30. In early June, CAP commenced this eviction action, alleging Britton failed to pay rent and did not vacate the unit when his lease ended.

The case proceeded to an evidentiary hearing on June 27. CAP presented testimony from its housing program manager, who stated that CAP decided not to renew Britton's lease because he was a "problematic" tenant who did not cooperate with management's requests for documents, often prevented access to his unit for maintenance purposes, and lodged an excessive number of complaints and reports concerning other residents. The manager further testified that Britton had not paid rent since February and refused to vacate the premises. CAP also submitted documentary evidence, including the lease and the February 25 letter. Britton testified and submitted correspondence between him and CAP. He provided his perspective on the circumstances CAP relied on in deciding not to renew his lease. But Britton did not challenge CAP's evidence that he had not paid rent since February or vacated the unit.

After the hearing, the district court directed entry of a judgment allowing CAP to recover the premises. The district court found:

Defendant has failed and refuses to pay rent for the month(s) of March, April, May, and June[,] . . . [n]otice to vacate was properly given and [Britton] has failed to vacate said property[,] [Britton] has broken the terms of the rental agreement and [Britton] has failed to vacate the property[,] . . . [and] [t]he term of [Britton]’s lease has ended and was not renewed. Proper notice was given. The term expired on April 30th. [Britton] has not vacated the property and failed to pay rent for the months he has remained in the property past the term’s expiration.

Britton appeals.

DECISION

I. The district court did not clearly err by finding that Britton failed to pay rent and refused to vacate the premises.

An eviction action is a summary court proceeding intended to determine the “present possessory rights to [a] property.” *Deutsche Bank Nat’l Tr. Co. v. Hanson*, 841 N.W.2d 161, 164 (Minn. App. 2014); *see also* Minn. Stat. § 504B.001, subd. 4 (2022). A property owner may recover possession through an eviction action when a tenant fails to pay rent or refuses to vacate after their lease ends. Minn. Stat. §§ 504B.285, subd. 1(a)(3), .291, subd. 1 (2022). The scope of an eviction proceeding is limited; “[g]enerally the only issue for trial is whether the facts alleged in the complaint are true.” *NY Props., LLC v. Schuette*, 977 N.W.2d 862, 865 (Minn. App. 2022) (quotation omitted); *see also* Minn. Stat. § 504B.355 (2022).

On appeal, this court “defer[s] to the district court’s findings of fact, and those findings will be upheld unless they are clearly erroneous.” *Schuette*, 977 N.W.2d at

864-65. Findings are clearly erroneous “when they are manifestly contrary to the weight of the evidence or not reasonably supported by the evidence as a whole.” *In re Civ. Commitment of Kenney*, 963 N.W.2d 214, 221 (Minn. 2021) (quotation omitted).

Britton argues that CAP did not present sufficient evidence to support an eviction and that the district court, in effect, impermissibly granted summary judgment in CAP’s favor. Neither argument persuades us to reverse.

First, our careful review of the record reveals that ample evidence supports the district court’s findings of fact. At the evidentiary hearing, CAP’s manager testified that CAP informed Britton in writing on February 25 that it was not renewing his lease and he needed to move out by the end of April. The manager further testified that Britton did not pay any rent after February and had not moved out of the unit. CAP submitted supporting documents, including the lease (which expired on April 30, 2022) and the letter informing Britton of its decision not to renew the lease.

Britton contends that CAP did not prove its allegations that he was a problematic tenant, sent text messages at all hours, and refused to sign lease-related documents. But CAP’s reasons for not renewing Britton’s lease—whether flawed or firm—are not relevant to the issues presented in this eviction action. *See Schuette*, 977 N.W.2d at 865 (stating the scope of an eviction proceeding is limited to “whether the facts alleged in the complaint are true” (quotation omitted)). The evidence supports the district court’s findings that Britton did not vacate the unit when his lease ended and did not pay rent for four months. Both findings provide a legal basis for eviction.

Second, even though an eviction action is a summary proceeding, it is not a summary-judgment proceeding when there are material facts in dispute. And the district court did not treat it as such. Britton's contrary argument can be summarized as follows: the district court's findings lack an evidentiary basis because they are based only on CAP's evidence. We disagree. As an appellate court, we defer to the district court's ability to observe and assess witnesses and other evidence; we do not reweigh evidence or second-guess the district court's credibility determinations. *See Hasnudeen v. Onan Corp.*, 552 N.W.2d 555, 557 (Minn. 1996).¹

In sum, we discern no clear error in the district court's findings of fact. That Britton disagrees with them is not a basis for reversal.

II. Britton forfeited his retaliation and due-process arguments by not presenting them to the district court.

Finally, Britton asserts that CAP's decision not to renew his lease was retaliatory and the district court violated his due-process rights by entering judgment after a "short" hearing in which CAP called only one witness. Britton contends that he filed a "Notice of Retaliation" against CAP in March, but the record contains no such document. While Britton submitted a letter that CAP sent him in response to his "Notification of Retaliatory Conduct" during the hearing, he did not assert retaliation as a defense. And Britton did not object to how the district court conducted the evidentiary hearing, during which both parties had the opportunity to submit witness testimony and other evidence.

¹ Britton's related contention that the district court erred by failing to explain the factual basis for eviction is defeated by the written order itself, which states the court's findings.

We do not consider arguments that were not raised and determined in the district court. *See Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988). Accordingly, because Britton did not raise the retaliation and due-process arguments in the district court, we do not consider them.²

Affirmed.

² In its brief, CAP asks us to clarify “the ramifications of a tenant failing to post a bond” during the pendency of an appeal. We decline to do so. The bond issues arose after the eviction judgment was entered and have been the subject of several special-term motions. Further, this court will not decide a case “merely to establish precedent.” *See McCaughtry v. City of Red Wing*, 808 N.W.2d 331, 337 (Minn. 2011) (stating “[w]e do not issue advisory opinions, nor do we decide cases merely to establish precedent”).